



## AGENDA REPORT

**Meeting Date:** January 22, 2008  
**Item Number:** F-11  
**To:** Honorable Mayor & City Council  
**From:** Erwina C. Brillantes, Management Analyst  
**Subject:** AMENDMENT NO. 3 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RBF CONSULTING FOR PLANNING AND TECHNICAL CONSULTING SERVICES FOR THE 231 NORTH BEVERLY DRIVE PROJECT: AND

APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$322,875 TO THE PURCHASE ORDER FOR A NOT-TO-EXCEED TOTAL OF \$924,681 FOR THE CONTRACTED SERVICES

**Attachments:** 1. AGREEMENT

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### **RECOMMENDATION**

It is recommended that the City Council approve a \$322,875 amendment to an agreement between the City of Beverly Hills and RBF Consulting for consulting services and a change order in the amount of \$322,875 to the purchase order for a not-to-exceed total of \$924,681 for the contracted services.

### **INTRODUCTION**

The City entered into an agreement (193-08) with RBF Consulting on August 1, 2006 to perform planning and technical consulting services for the 231 North Beverly Drive project with a total contract amount of \$450,136. On June 3, 2008, this agreement was amended to include construction coordination services of the mentioned project for an additional \$151,670. This was to enable RBF Consulting to guide the project through its start-up and compliance with the Environmental Impact Report (EIR) and conditions of approval. The project is expected to be completed by end of 2009 therefore requiring staff to amend the existing agreement.

**DISCUSSION**

This proposed amendment covers an extension of the termination date from December 2008 to December 31, 2009, an increase of \$\$322,875 (including a \$15,000 contingency) to the consideration amount of a not-to-exceed total of \$924,681, and changes in the scope of services.

Additionally, staff is requesting that a change order in the amount of \$322,875 for a total not-to-exceed amount of \$924,681 be approved by City Council

**FISCAL IMPACT**

The cost to perform the consultant services by RBF Consulting will be fully covered by the developers of the 231 North Beverly Drive project. There will be no fiscal impact to the City.

  
\_\_\_\_\_  
Scott Miller  
Finance Approval

  
\_\_\_\_\_  
George Chavez  
Approved By

AMENDMENT NO. 3 TO AN AGREEMENT BY AND  
BETWEEN THE CITY OF BEVERLY HILLS AND RBF  
CONSULTING FOR PLANNING AND TECHNICAL  
CONSULTING SERVICES FOR THE 231 NORTH BEVERLY  
DRIVE PROJECT

NAME OF CONSULTANT: RBF Consulting

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Ken Bell, Vice President

CONSULTANT'S ADDRESS: 14725 Alton Parkway  
Irvine, California 92618-2027

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, California 90210  
Attention: Anne Browning McIntosh,  
AICP; Interim Director of Community  
Development

COMMENCEMENT DATE: Upon receipt of a Notice to Proceed

TERMINATION DATE: December 31, 2009, unless extended  
pursuant to Section 2 of the Agreement

CONSIDERATION: Not to exceed \$881,681 for professional fees  
based on the rates set forth in Exhibit B-1;  
Not to exceed \$43,000 for reimbursable  
expenses

Total Not To Exceed \$924,681

AMENDMENT NO. 3 TO AN AGREEMENT BY AND  
BETWEEN THE CITY OF BEVERLY HILLS AND RBF  
CONSULTING FOR PLANNING AND TECHNICAL  
CONSULTING SERVICES FOR THE 231 NORTH BEVERLY  
DRIVE PROJECT

This Amendment No. 3 is to that certain Agreement, dated August 1, 2006 and identified as Contract No. 280-06, as amended by Amendment No. 1 dated May 7, 2007 and identified as Contract No. 162-07, and Amendment No. 2 dated June 3, 2008 and identified as Contract No. 193-08 (the "Agreement"), copies of which are on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation ("CITY") and RBF Consulting, a California corporation ("CONSULTANT"), for planning and technical consulting services for the 231 North Beverly Drive project.

RECITALS

A. CITY entered into a written Agreement, dated August 1, 2006, for planning and technical consulting services for the project at 231 North Beverly Drive, Beverly Hills.

B. CITY desires to extend the Term of the Agreement, to increase the Consideration of the Agreement for the additional services and to amend the Scope of Services.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Consideration shall be amended as set forth above. Notwithstanding, the hourly rates for services provided under this Amendment No. 3 are set forth in Attachment 3 to Exhibit A.

Section 3. The Scope of Services shall be amended to add Attachment 3 to Exhibit A, attached hereto and incorporated herein.

Section 4. Except as expressly modified by this Amendment (including Attachment 3 to Exhibit A), all of the provisions of the Agreement dated August 1, 2006, as amended, shall remain in full force and effect.

Section 5. If there is any inconsistency between Attachment 3 to Exhibit A and the provisions of the Agreement, the provisions set forth in Attachment 3 to Exhibit A shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS,  
a municipal corporation

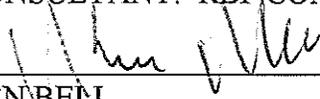
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
BYRON POPE (SEAL)  
City Clerk

[Signatures continue]

CONSULTANT: RBF CONSULTING

  
\_\_\_\_\_  
KEN BELL  
Vice President

  
\_\_\_\_\_  
DOUGLAS FROST  
Chief Financial Officer

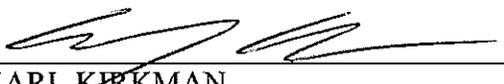
APPROVED AS TO FORM:

 for LL  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

 For ABM  
\_\_\_\_\_  
ANNE BROWNING McINTOSH, AICP  
Interim Director of Community  
Development

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## ATTACHMENT 3 TO EXHIBIT A

### SCOPE OF SERVICES

This Attachment 3 provides the scope for services to be provided by Consultant between October 2008 through December 31, 2009.

The Consultant team consists of Ken Bell and Margit Allen. Each team member will provide up to 12 hours per week on project related activities such as but not limited to meeting with applicant's technical team and City Staff and other activities as directed by Director of Community Development or his/her designee. The Consultant team will oversee the project as it interacts with the City and surrounding community.

For Consultant's services performed pursuant to this Attachment 3, City shall pay Consultant for the actual time of services rendered by Consultant team based on the following hourly rates: \$215 for Ken Bell and \$180 for Margit Allen. In no event shall the total compensation for services under the Agreement, and its amendments, exceed that set forth on the face page of this Agreement. If any other professionals are utilized for the services under Attachment 3, the use of such professional(s) and the corresponding hourly rate if different than that set forth in Exhibit B-1, shall be approved in advance in writing by the City.

Consultant shall submit an itemized invoice which includes for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry and time should not be embedded); and (v) total fees billed for each entry.

The monthly services provided by the Consultant team shall not exceed \$20,525 per month. In no event shall the services exceed \$307,875 for the 15 month period set forth in this Attachment 3. If the actual service amount exceeds the proposed monthly amount, Consultant shall notify the City and the parties will review the status of the work to ensure that the services for the 15-month period do not exceed \$308,875.

City shall reimburse Consultant for actual expenses reasonably incurred in the performance of this Agreement such as messengers, deliveries, reproduction costs, parking and similar services incidental to the performance of this Agreement. City shall reimburse mileage expense at the current IRS rate for travel. Consultant may seek mileage reimbursement if such expense is incurred with travel to and from the City from Consultant's office (which address is listed herein), Consultant's home or other mileage incurred to meetings from such locations as required by this Agreement. City shall not reimburse or pay Consultant for normal and customary expenses of word processing, document preparation, clerical tasks, telephone and local travel (except mileage). Any travel costs such as airfare, hotel, means, rental cars, oil and gas are not reimbursable.

Consultant shall submit an itemized statement of the reimbursable expenses for the month, which shall include documentation setting forth a clear description of the expense incurred, the back-up for each expense (i.e. parking receipt, mileage information, invoice), the number of units associated with each expense (i.e., number of copies, number of miles), the identifier of the timekeeper associates with the expense, the date the expense was incurred, the rate at which the expense is billed (i.e., per-page rate for photocopies or mileage rate).

Notwithstanding the above, the Consultant may seek reimbursement for a rental car in lieu of seeking reimbursement for mileage expense at the current IRS rate for travel. If the Consultant seeks reimbursement for a rental car, the amount of the reimbursement may not exceed the amount that would have been provided to Consultant if Consultant were submitting a mileage reimbursement claim in accordance with the provisions of this Agreement. For example, if the Consultant is entitled to submit a mileage claim for \$90, in lieu of such submittal, the Consultant may seek reimbursement for car rental up to the \$90 amount. Such amount may include gasoline, insurance and other costs associated with a rental car. Consultant shall submit receipts for the car rental, insurance, gasoline, etc. and any other costs for which Consultant seeks reimbursement in addition to providing the mileage that Consultant would have been qualified for under this Agreement.

A recommended invoice format is provided for Consultant's use.

RECOMMENDED INVOICE FORMAT

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Time</u>	<u>Rate</u>	<u>Total Cost</u>
1/3/05	JJM	Draft letter to Aaron Jones	.50/hrs.	\$100	\$50.00
1/9/05	KDC	Review project documents	.30/hrs.	\$35	10.50
1/11/05	MMF	Draft letter to Sue Smith	.60/hrs.	\$80	48.00
1/14/05	JJM	Telephone conference with Mr. Day regarding project amendments	.20/hrs.	\$100	20.00
1/20/05	MMF	Attend meeting with Mr. Aronzon, Mr. Smith regarding changes to project	1.30/hrs.	\$80	104.00
1/21/05	MMF	Letter to client re: conference results	.10/hrs.	\$80	8.00

TIMEKEEPER SUMMARY - THIS BILL

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
JJM,	.70	\$100	\$ 70.00
MMF	2.00	\$80	160.00
KDC	.30	\$35	10.50
Total	3.00		\$240.50

DISBURSEMENTS - THIS BILL

Photocopies (17 copies at \$0.15)	\$2.55
Mileage to Project Meeting on 1/20 (76 miles at .55)	41.80
Long Distance (12/20/04 —215/555-1234)	\$2.70
Total	\$47.05

TOTAL FEES	\$240.50
TOTAL DISBURSEMENTS	47.05
TOTAL BILL	<u>\$245.75</u>